

SECRET

OXC-4771

NEGOTIATED CONTRACT

CONTRACT NO. SL-1661

AF 33(657)12283

[redacted]
25X1A

Contract For: See Schedule

25X1A Estimated Contract Price: [redacted]

Mail Voucher to:

Performance Period:
See Schedule

Administrative Date:

This contract is entered into by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Corporation incorporated in the State of Ohio, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule, and General Provisions which, together with this signature page and the accompanying certificate comprise this Contract No. SL-1661. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 18 April 1963.

25X1A [redacted] THE UNITED STATES OF AMERICA

25X1A [redacted]

25X1A [redacted]
TITLE President

Contracting Officer

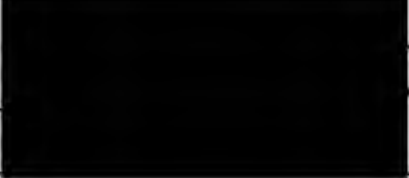

DATE May 31, 63

SECRET

Contract No. SL-1661

C E R T I F I C A T E

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I, , certify that I am the Vice
of the Corporation named as Contractor herein;
at  who signed this contract on behalf of
the Contractor was then _____ President _____ of said
Corporation; that said contract was duly signed for and in behalf of said
Corporation by authority of its governing body, and is within the scope
of its Corporate powers.

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(Corporate Seal)

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Contract No. SL-1661

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PART I - CONTRACT WORK

The Contractor shall furnish the necessary facilities, material and services to construct a signal intercept system in accordance with the Contractor's technical proposal No. 1167-B dated February 11, 1963. The said proposal is incorporated herein by reference and made a part hereof. The Contractor shall provide reasonable technical or consulting services as required and requested to aid in the installation of the equipment.

PART II - PERIOD OF PERFORMANCE

The system called for under PART I shall be available for installation by July 18, 1963.

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PART III - ESTIMATED COST AND FIXED FEE

PART IV - PAYMENT

a. In accordance with the provisions of Clause 3 of the General Provisions of this contract entitled, "Allowable Cost, Fixed Fee, and Payment", the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in PART III above, and the Allowable Cost incurred by the Contractor in performance of this contract, and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section IV, Part 2, Armed Services Procurement Regulation"; such determination being subject to the provisions of this contract entitled "Disputes". It being understood and agreed, without limiting the generality of the foregoing that the following shall be considered as allowable items of costs incurred or paid by the Contractor, and when necessary and required and used for the performance of work hereunder:

(1) Anticipatory Costs. All costs which have been incurred by the Contractor on or after 1 February 1963, in anticipation of and prior to the signing of this contract, and which if incurred after the signature of this contract would have been considered as items of Allowable Cost hereunder, will be accepted by the Contracting Officer as costs under this contract.

(2) Costs of shipping charges of equipment procured hereunder from Contractor's plant to final destination shall be an allowable cost hereunder.

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b. For purposes of billing current costs incurred under this contract or until such time as an audit of Contractor's interim or final vouchers or invoices are made by the Contracting Officer or his duly authorized representative the Contractor shall use those rates currently approved by the cognizant Military Department for billing purposes under CPFF contracts.

c. Contractor shall be paid the fixed fee stated in PART III hereof in monthly installments based on allowable costs incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the total fixed fee stated herein is to the total estimated cost stated herein, subject, however, to any withholding provisions of the General Provisions hereof.

PART V - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements or any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

C E R T I F I C A T E

This is to certify that, to the best of my knowledge and belief:

(i) complete cost data current as of Jan 1, 63 have
(Date)
been considered in preparing the proposal for work covered by contract
number SL-1661 and submitted to the Contracting Officer or his repre-
sentative:

(ii) all significant changes in the above data which occurred
since the aforementioned date through May 31, 63 have been similarly
(Date)
submitted; and no more recent significant change in such data was known
to the undersigned at the time of executing this certificate; and

(iii) all of the data submitted are accurate.

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25X1A

BY

TITLE

DATE

President

May 31, 63